



Transportation Electrification Incentive Participation Agreement

Customer entry or signature 1. Customer information for Participation Agreement

Customer Information			
Customer Name			
Service Address			
Property Owner Name			
Today's Date			
Participating Program	☐ Fleet Electrification Program	☐ Multifamily EV Charging Program	☐ Public Charging Program
Program Offering	☐ Charger Incentive	☐ Make-Ready Incentive (Public Charging Program only)	

Contract Information – To be filled out by Program	
Contract Number	
Project Name	
Agreement Expiration Date	

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TERMS & CONDITIONS

This Program Participation Agreement ("Agreement") is entered into by and between the City of Seattle ("the City"), doing business as Seattle City Light ("SCL" or "City Light") and

Customer entry or signature 2. Terms & Conditions

NAME

ORGANIZATION

I am the

☐ PROPERTY OWNER

☐ LESSEE, or

☐ REPRESENTATIVE OF THE ORGANIZATION

referred hereinafter as the "Participant," located at the above service address.

The Participant is voluntarily participating in one of the following SCL Transportation Electrification Programs ("TE Programs"): Fleet Electrification, Multifamily EV Charging, OR Public Charging Program ("Program") to implement electric vehicle ("EV") charging at the designated approved real property ("Site Address") as identified on Program documents, (collectively referred to as "Project"). This Agreement applies to only the Participant and the Project at the Site Address. Should additional Projects be requested by the Participant, new program forms must be submitted and approved by SCL in accordance with all applicable Program Manuals and terms and conditions.

The Participant, if a Lessee, will inform their Property Owner of their voluntary participation in the Program and obtain their Property Owner's formal acknowledgement of their understanding of the terms and conditions outlined in this Agreement (see attached as Appendix A. Property Owner co-signature). The Participant is responsible for obtaining permission from their Property Owner to alter the property to construct and install electrical infrastructure and the associated electric vehicle chargers. If necessary, the Participant will work with their Property Owner to grant SCL access to the property as well as all the easements necessary to construct, install and inspect infrastructure and equipment on the customer and utility's side of the meter. If the Participant terminates their lease with the property, the Property Owner agrees to maintain and operate the electrical infrastructure and the associated electric vehicle chargers. The Participant will work with their Property Owner to resolve any issues or concerns regarding this Project and Agreement. If SCL is unable to access the property or carry out Project work on the Property because the Property Owner has not provided necessary permission or cooperation, SCL may immediately terminate this Agreement without liability or payment due to Participant or Property Owner.

Both parties understand the improvements are intended to facilitate the sale of electricity by SCL and promote electric vehicle adoption consistent with RCW 35.92.450 and SMC 21.53.015. Through the Program, SCL will pay an incentive to Participant in exchange for receipt of Credits (defined in Section 5 of this Agreement) and other utility benefits. City Light TE Programs seek to invest in and increase access



to charging infrastructure across a broad spectrum of businesses, owners, and regions of our service area. To support this goal, SCL limits the amount of incentives it provides to a single customer.

1. **Term of Agreement.** This Agreement shall become effective on the date of execution and shall remain in effect for 7 years subject to any terms set forth herein.
2. **Incorporation of Program Manual and Appendices.** This Agreement shall incorporate all the Project-specific specifications and corresponding Program Manual as terms and conditions to this Agreement; this content is found in the appendices. In the event of any conflict or inconsistency between this Agreement, attachments, and any document incorporated by reference, this Agreement shall be controlling.
3. **Amendments.** If either party desires a change in the items specified in this Agreement, an amendment must be requested through written notice. Changes to this Agreement will only be effective if set forth in a document signed by authorized representatives of both SCL and the Participant.
4. **Voluntary Participation/Assumption of Risk.** The Participant is fully aware of the risks and hazards connected with the activities of implementing EV chargers, outlets for EV charging (both of which are referred here as Electric Vehicle Supply Equipment or "EVSE"), and supporting electrical infrastructure. The Participant is aware that such activities include the risk of injury and even death, and the Participant hereby elects to participate voluntarily in the Program knowing that the activities may be hazardous to the Participant's property and person. The Participant voluntarily assumes responsibility, to the fullest extent allowed by law, for any risks of loss, property damage, or personal injury, including death as a result of being engaged in such activities.
5. **Environmental or Energy Credits.**
 - a) The Participant hereby assigns, transfers, and conveys to SCL all of its right, title, and interest in and to any, all or similar (i) environmental or energy credits and (ii) carbon or emissions credits and any similar pollution allowances generated by the Project including but not limited to any "credit" as defined by RCW 70A.535.010(6) and generated pursuant to RCW Chapter 70A.535 ("Credits") or any future fuel standard credits.
 - i. The following Project types are exempt from Section 5 (a) and (c): 120V outlets, 240V outlets, electric standby truck refrigeration unit infrastructure (E/S TRUs), and electric forklift charging infrastructure. If a Participant in an exempt Project type agrees to install energy tracking infrastructure and report that data to City Light, City Light will assume ownership of any credits generated and serve as the "fuel reporting entity."
 - b) The Participant shall not sell, transfer, assign or promise any Credits generated from the Project to any entity other than SCL, unless SCL provides prior written consent and mutual agreement. The Participant is required to execute a written assignment of the Participant's credit generation rights and interests to Credits on a form provided by SCL (see Appendix B. Clean Fuels Standard Credit Generation Assignment and Designation). Upon execution of this written assignment, the Participant acknowledges that SCL will become the exclusive "fuel reporting entity" and "credit generator" associated with the "electric fuel supply equipment" ("EVSE" or "EV chargers") installed through the participation in SCL's TE Programs for the length of the Agreement. SCL will remain the exclusive "fuel reporting entity" and "credit generator" for Projects incentivized by SCL for the length of this Agreement, regardless of any cancellation,



completion, termination or expiration of the Participant's participation in the TE Programs or leasing agreements between the Participant and their Property Owner.

- c) The Participant is required to provide infrastructure, location, use case, and other relevant data necessary for SCL to register the Participant's EV charging equipment. Participant authorizes SCL to share energy dispensation information and other relevant information with the State of Washington in order for SCL to obtain Credits (See Appendix C. SCL Customer Data Release Authorization Form).
 - d) Prior to completion of the Project, the Participant is required to allow SCL access to the Project site at any time, within reasonable business hours. Failure to allow access may result in incentive funds being withheld. SCL reserves the right to access installed EVSE once they become operational if the State of Washington's Clean Fuel Standard (RCW 70A.535) or other applicable local or state laws or regulations require EV charger testing and verification.
6. **Design, Engineering, and Installation of Infrastructure.** The Participant is solely responsible for selecting, hiring and managing the contractor(s) to design, engineer, and construct the Project. SCL's incentive payment will be contingent on the Participant and the Participant's chosen contractor complying with the laws, codes, ordinances, rules and regulations outlined in Section 10. City Light makes no express or implied warranties whatsoever.
7. **Operable EV Charger(s).** The Participant understands that incentive payments are based on benefits provided over the life of the EVSE. The Participant agrees that incentivized EVSE specified in the Participant's application must be maintained operational and active once commissioned and through the Term of this Participation Agreement. The respective Program's Terms and Conditions for Charger Incentive appendix (see Section 5 in APPENDIX D. Fleet Electrification Program, APPENDIX E. Multifamily EV Charging Program, APPENDIX F. Public Charging Program) defines conditions for an operational and active charging port.
8. **Incentive Payment.**
- a) Upon completion of the Project, the Participant shall provide accurate and complete documentation acceptable to SCL, including Program Forms and information related to EVSE, such as the purchase and/or installation costs, in order to become eligible for an incentive payment under the Program.
 - b) SCL is not obligated to pay any incentive amount (with the exception of Partial Payment for eligible Projects) until (i) the Participant has provided the Program with invoices and other supporting documents detailing the Participant's Project costs and (ii) SCL has performed a post-installation verification of the EVSE and associated infrastructure for program purposes and determined in its sole discretion that all Program Manual requirements have been fulfilled to the satisfaction of SCL. SCL will pay the Participant based on the incentive as defined in the Program's Terms and Conditions (see Appendix E. Multifamily EV Charging Program, Appendix D. Fleet Electrification Program, Appendix F. Public Charging Program for incentive amounts for the respective programs), unless City funding becomes unavailable, depleted or the Program terms and conditions, and other Program policies change or limit the incentive payment. The incentive calculation rate and methodology, and the method and timing of disbursement under the Program shall at all times be in SCL's sole discretion, and subject to change without notice.



- c) SCL incentive payment will not exceed 100 percent of total Project costs, nor will SCL provide funding that contributes more than the total cost of the approved Project when also considering funding received from other sources. All participants will be required to report funding received from other sources in addition to SCL TE Programs. City Light will take this information into consideration and calculate the final incentive amount based on total remaining Project costs after all other funding sources have been applied. Failure to report additional funding may lead to termination of this Agreement and removal from the TE Programs.
 - d) The Participant may assign its rights and interests of any incentive payment to a third-party service provider or contractor that performed the work by completing the Payment Reassignment Form before final payment is sent. The City shall not be responsible for any issues, disputes or claims, between the Participant and their third-party service provider or contractor related to the assignment authorized under this Agreement nor for any claims or disputes related to the EV charger installation. By issuing an incentive payment at the Participant's direction, the City is not entering a contract or any other form of agreement with the third-party service provider or contractor. Once incentive payment is issued to the third-party service provider or contractor per the Participant's direction, the City will be unable to re-direct that payment to anyone else, including to the Participant.
9. **Assignment.** The Participant shall not assign any of its rights, interests, or obligations under this Agreement without SCL's written consent, which may be granted or withheld in SCL's sole discretion. Any attempt to assign this Agreement without SCL's written agreement will be an Event of Default and entitle SCL to all remedies set out in the Agreement, including any applicable Liquidated Damages under Section 16.
10. **Compliance with Laws.** The Participant represents and warrants that the Participant, their agent and employees, or any contractors retained to install or maintain the equipment, are familiar with, and at all times will comply with all applicable federal, state and local laws, including but not limited to: local jurisdiction building and electrical codes, ordinances, rules and regulations, federal and state disability access law, City Light's Requirements for Electrical Service Connection and related standards; and Program Manual, Service Agreement and other program policies, terms and conditions, including but not limited to those pertaining to the implementation of EV chargers and supporting infrastructure at the Site Address.
11. **Tax Compliance.** As part of the application process, the Participant is required to provide the Program with a Form W-9. The City allows Participants to assign incentive payment to the third-party service provider or contractor as a courtesy to Participants. This assignment will not alter the issuance of a Form 1099 to the Participant. After receiving the Form W-9 from the Participant, the Program will issue a Form 1099 to the Participant for incentive payments made under the Program. It is the Participant's responsibility to determine the tax treatment of funds issued under this Program. The Participant shall be solely responsible for payment of any applicable federal, state, or local income and corporate tax liability associated with the Participant's receipt of the City's incentive payment. By accepting incentive payment, the Participant agrees to fully indemnify and hold the City harmless for all tax consequences resulting from the City making incentive payments to the Participant under the Program.



12. **Public Records Act Compliance.** The Participant acknowledges and understands that, as a public agency, City Light is subject to the Public Records Act. City Light will release records related to Participants' data related to City Light's Programs when City Light determines it is required to do so by Washington's Public Records Act, RCW Chapter 42.56, or other disclosure laws. City Light shall retain records consistent with the record retention laws (e.g., Title 40 RCW), regulations (e.g., Title 434 WAC), schedules, and policies applicable to City Light.

If City Light receives a public records request of sensitive data, City Light will make reasonable efforts to notify the party providing the Participants' data record in writing of the request, and will postpone disclosure of the designated records. While not required under the Act, City Light will then allow the notified party up to ten (10) business days to obtain and serve City Light with a court injunction pursuant to RCW 42.56.540 to prevent City Light from releasing the designated records in unredacted form. If the notified party fails to obtain and serve an injunction before the close of business on the tenth day after the date of notification, City Light may release the designated records in unredacted form.

13. **The City of Seattle Disclaimer for Program.** The City disclaims, any and all implied or express warranties, including without limitation, any representations or promises with respect to the EVs, EV chargers, materials or labor required for the implementation of the EV chargers on Participant's site, or the cost of such equipment, materials and labor that may accrue from the implementation of such EV chargers. The City makes no implied or express warranties regarding the TE Programs, its policies, procedures, its administrative verifications, and/or any owner purchased and/or installed equipment, or equipment installed by a third-party contractor, and specifically disclaims any warranty or merchantability or fitness of such equipment for any particular purpose. Any required maintenance, repair or replacement of the equipment shall be the sole responsibility of, and at the expense of the Participant. This disclaimer shall survive any cancellation, completion, termination or expiration of the Participant's participation in the TE Programs.

14. **Indemnity/Limitation of Liability.**

- a) The Participant acknowledges and agrees: (i) participation in this Program is voluntary, (ii) that the City is providing Advisory Services (through Fleet Assessments or Site Assessments) and/or limited incentive payments for EV chargers, and (iii) that the City assumes no liability for the Participant's decision to enter into this Agreement, for the EV chargers selected by the Participant, any third parties selected by the Participant to implement such EV chargers, or any disputes arising out of repair or replacement of the equipment installed hereunder. To the fullest extent allowed by law, the Participant agrees to release, and defend, indemnify, and hold harmless the City, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of any act, omission, fault or negligence of the Participant or any third party selected by the Participant in connection with this Agreement, or the purchase, installation, or use of the equipment applicable under this Agreement, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by the City's negligence or willful misconduct. The Participant's



indemnity, protection, and hold harmless obligations shall include any demand, claim, assignment, suit or judgment for damages to property or injury to or death of persons, or for any incentive payment by the City, or for any payment made under or in connection with any Workers' Compensation law or under any plan for employees' disability and death benefits. The Participant expressly waives by mutual negotiation, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act of any jurisdiction, which would otherwise be applicable in the case of such claim.

- b) To the fullest extent allowed by law, the City's liability shall be limited to paying only the City approved incentive in accordance with this Agreement and the Program's Specifications, Requirements, and other Program policies. The City, and its departments, affiliates and officers, directors, employees, agents, representatives or volunteers shall maintain no liability to the Participant or any other party for any other obligation under the Program. In no event, whether as a result of breach of contract, tort, or any other theory of recovery shall the City be liable in connection with this Agreement or the Program for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature.

15. **Breach.**

- a) If the Participant fails to perform when required any obligation of this Agreement, or otherwise breaches any term of either, SCL may provide written notice to the Participant, specifying the nature of the breach and granting thirty (30) days opportunity after the date of the notice within which such breach must be cured. If a breach is curable but not susceptible to being cured within such thirty (30) days, SCL at its discretion may allow the Participant an additional period of up to ninety (90) days to cure such breach or such additional time as SCL reasonably determines is necessary and consistent with Project goals, provided that within such thirty (30) days, the Participant has committed in writing to cure the breach and has commenced to cure such breach, and that the Participant diligently and continuously proceeds to cure such breach. The extended period to cure a breach shall not apply to a breach due to the intentional acts of the Participant, or to a breach of the same nature as one previously cured after notice during the preceding twelve (12) months. Unless the Participant shall fully cure all breaches specified in such notice within the time allowed, the same shall be an "Event of Default."
- b) If the Participant (i) assigns or attempts to assign this Agreement (including selling or leasing the Site) without prior written consent from SCL under Section 9 or (ii) terminates or attempts to terminate this Agreement other than as provided in the terms of this Agreement, that shall constitute an Event of Default regardless of whether SCL provides written notice and without requirement that SCL provide a cure period.
- c) After an Event of Default, SCL may exercise any remedies provided for default in Section 16 of this Agreement and any other remedies at law or in equity. SCL's rights and remedies hereunder are not exclusive, but cumulative, and SCL's exercise of any right or remedy due to the Participant's failure to perform any covenant or condition of this Agreement shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that SCL may have under this Agreement or by law or in equity.

16. Liquidated Damages. The Participant and SCL agree that the extent or amount of damage to SCL from the Participant's breach of obligations under this Agreement or early termination of this



Agreement would be difficult or impossible to estimate accurately. Following an Event of Default or a Participant's failure to meet any of the requirements in Section 5 and Section 7 or the Program Appendices, SCL is entitled to all remedies at law or in equity, including without limitation bringing an action for injunctive relief or specific performance. At SCL's sole discretion, it may require Participant to pay liquidated damages.

a) Liquidated damages for an Event of Default will be up to 20% of the issued incentive payment per uninstalled future-proofed EVSE or EVSE not complying with any requirement in Section 5 and Section 7, and references cited therein.

b) Liquidated damages for an Event of Default related to a Make-Ready Incentive partial payment will be up to 100% of the partial payment.

17. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Washington state courts shall have exclusive jurisdiction over any action at law or in equity to enforce the terms and conditions of this Agreement or to resolve any dispute arising out of this Agreement, and King County Superior Court will be the exclusive venue for bringing any such action.

18. **Survivability.** The provisions of Sections 5 and, 10-17 shall survive the expiration, termination, or completion of the Participant's participation in the Program. Additionally, Section 5 of this Agreement and the associated Appendix B. Clean Fuels Standard Credit Generation Assignment and Designation and Appendix C. SCL Customer Data Release Authorization Form, shall continue in full force and effect in relation to any Credits generated during the length of this Agreement and/or are attributable to the incentive payment in SCL's sole discretion and commercially reasonable determination.

19. **Affirmative Efforts for Inclusion of Women and Minorities.** The Participant affirms that they do not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Participant shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Participant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Participant provides to its employees with spouses. At the City's request, the Participant shall provide complete information and verification of the Participant's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement and the City may immediately terminate the Agreement with no further liability to City. Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.42, Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material breach of contract for which the Participant may be subject to damages and sanctions provided for by this Agreement and by applicable law. In the event the Participant is in violation of this Section, the City may immediately terminate the Agreement with no further liability to the City. Participant shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).



20. **Hazardous Materials.** City Light, ICF, or their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any kind in connection with Participant's facility, including without limitation, asbestos, asbestos products, Polychlorinated biphenyls ("PCBs"), or other toxic substances.
21. **Complete Statement.** The terms and conditions set forth herein and within the program appendices attached constitute a complete statement of the Terms and Conditions applicable to these incentive offerings, and supersede all prior representations or understandings, whether written or oral. City Light shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein. City Light reserves the right to change or cancel these offerings or their terms and conditions at any time.
22. **Severability.** If any provision of this Agreement, in whole or in part, is deemed invalid by any court or administrative body of competent jurisdiction, then these provisions shall be construed as reformed to the extent necessary to render such provision valid, and the remaining provisions shall remain in effect as reformed. The Participant and the City agree that all provisions of these Terms and Conditions are severable.

By signing this Participation Agreement, I acknowledge that I have fully read, understand, and agree to be bound by the above Terms and Conditions of this Participation Agreement for participation in the Seattle City Light Transportation Electrification Programs.

I certify or declare, under penalty of perjury, under the laws of the State of Washington that I, as indicated above, am the Program Participant and Property Owner, Lessee, or authorized Representative of the Organization and agree to the terms and conditions of this Participation Agreement for participation in the Seattle City Light Transportation Electrification Programs.

Customer entry or signature 3. Terms & Conditions signature

Authorized Signature of Program Participant	
Printed Name of Authorized Signer of Program Participant	
Title	
Date	

APPENDIX A. PROPERTY OWNER CO-SIGNATURE

Customer entry or signature 4.Contract information for property owner co-signature

Site Address ("Site Address")	
Participant as Lessee ("Participant")	
Lease End Date	

Participant is entering the Transportation Electrification Agreement to which this form is attached as Appendix A ("Agreement") for the Project located at the Site Address. By voluntarily participating in SCL's TE Programs, Participant intends to construct and install EV chargers and, if needed, associated electrical infrastructure at the Site Address.

Participant is the "Lessee" of the Site Address and has informed the Property Owner of this voluntary participation in SCL's TE Programs, the pending EV charging Project and associated electrical infrastructure, and received permission to alter Property Owner's real property to support said Project.

Participant has informed the owner or authorized representative of the owner of the Site Address of the SCL's TE program agreement and in exchange for improvements to the Property Owner's real property, the Property Owner acknowledges and agrees:

1. My Lessee's participation in SCL's TE Programs is voluntary, as set out in Section 4 of this Participation Agreement, and is responsible for the activities outlined in this Agreement. SCL assumes no liability for Lessee's decision to enter into this Participation Agreement, for the EVSE selected by Lessee, any third parties selected by Lessee to install such EVSE and any other equipment in connection with the Project, or any disputes arising out of repair or replacement of the equipment installed hereunder. Any issues or concerns regarding the Project to be located at the Site Address and this Participation Agreement have been resolved with Lessee. I understand that SCL, as the provider of incentive money only, assumes no responsibility for any risks of loss, property damage, or personal injury, including death, as a result the Project and/or related activities to the Project.
2. SCL assumes no liability for Lessee's decision to enter into this Participation Agreement, for the EVSE selected by Lessee, any third parties selected by Lessee to install such EVSE and any other equipment in connection with the Project, or any disputes, including between Lessee and Property Owner, arising out of repair or replacement of the equipment installed hereunder.
3. Any issues or concerns regarding the Project to be located at the Site Address and this Participation Agreement have been or will be resolved between Lessee and Property Owner.
4. I have reviewed Lessee's proposed scope for the site, and I understand the changes to be made to the real property. I have determined that the Site Address is a suitable location for the Project and



that the EV charging equipment can be safely installed and operated at the Site Address consistent with other uses at the property.

5. Property Owner understands and agrees Lessee will execute, through their Agreement, the transfer of any and all environmental, energy, carbon, emissions or similar credit generation rights to SCL as set out in Section 5 of this Agreement. This will allow SCL to be deemed the exclusive "fuel reporting entity" and "credit generator" associated with the EVSE installed through SCL's TE Programs for the length of the Agreement. During the length of the Agreement, Property Owner, along with Lessee, will refrain from taking any action that would interfere with SCL's role as the exclusive "fuel reporting entity" and "credit generator". In the event Lessee terminates their lease prior to the expiration of the Agreement, SCL will remain the exclusive "fuel reporting entity" and "credit generator" for the term of the Agreement.
6. If Lessee terminates their lease at the Site Address, Property Owner will maintain and operate the EV chargers and grant SCL access to the energy usage data for the remaining term of this Agreement as set out in Section 1.
7. Property Owner acknowledges and agrees: (i) that the City is providing Advisory Services (through Fleet Assessments or Site Assessments) and/or limited incentive payments for EV chargers, and (ii) that the City assumes no liability for either Lessee or Property Owner to enter into this Agreement as Participant, for the EV chargers selected by the Lessee or Property, any third parties selected by the Lessee or Property Owner to implement such EV chargers, or any disputes arising out of repair or replacement of the equipment installed hereunder. To the fullest extent allowed by law, Property Owner agrees to release, and defend, indemnify, and hold harmless the City, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of any act, omission, fault or negligence of the Lessee, Property Owner, or any third party selected by Lessee or Property Owner in connection with this Agreement, or the purchase, installation, or use of the equipment applicable under this Agreement, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by the City's negligence or willful misconduct. Property Owner's indemnity, protection, and hold harmless obligations shall include any demand, claim, assignment, suit or judgment for damages to property or injury to or death of persons, or for any incentive payment by the City, or for any payment made under or in connection with any Workers' Compensation law or under any plan for employees' disability and death benefits. **Property Owner expressly waives by mutual negotiation, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act of any jurisdiction, which would otherwise be applicable in the case of such claim.**

By signing this Agreement, I (PROPERTY OWNER) acknowledge that I have fully read and understand the Terms and Conditions of this Participation Agreement, including all Attachments. I have been informed by my Lessee of their conditions to participate and my responsibilities as the Property Owner, in Seattle City Light's Transportation Electrification Programs.



Customer entry or signature 5. Property owner co-signature

Authorized Signature of Property Owner	
Printed Name of Property Owner	
Title	
Date	

APPENDIX B. CLEAN FUELS STANDARD CREDIT GENERATION ASSIGNMENT AND DESIGNATION

Seattle City Light is participating in Washington State's Clean Fuel Standard Program ("CFS"), which aims to reduce the amount of carbon pollution from transportation fuels and incentivizes companies and utilities to transition towards cleaner energy sources. As a clean fuel provider, City Light participates in the CFS as a "clean fuel credit generator" through the utility's TE Programs. As a participant in the CFS, Seattle City Light must abide by the rules set by the Washington Department of Ecology ("Ecology") related to registration of the "electric fuel supply equipment" ("EVSE" or "EV chargers") and consistent reporting of energy dispensed for the corresponding EVSE. Credits generated¹ through the TE Programs will be sold to produce revenue for City Light. City Light is legally required through RCW 70A.535.080 to reinvest all revenue generated through its participation in the CFS into grid modernization and transportation electrification.

By executing this Clean Fuels Standard Credit Generation Assignment and Designation, participants in City Light's TE Programs agree to assign, transfer, and convey to City Light all of their rights, titles, and interests in and to any, all or similar (i) environmental or energy credits and (ii) carbon or emissions credits and any similar pollution allowances generated by the Project including but not limited to any "credit" as defined by RCW 70A.535.010(6) and generated pursuant to RCW Chapter 70A.535 ("Credits") or any future fuel standard credits. The Participant shall not claim, sell, transfer, or assign any Credit generated from the Project to any entity other than City Light. The Participant acknowledges that City Light will become the exclusive "fuel reporting entity" and "credit generator" associated with the "electric fuel supply equipment" installed through the participation in City Light's TE Programs for the duration of this Agreement.

By executing this Clean Fuels Standard assignment, the Participant agrees to assist with City Light's compliance and participation in CFS by:

- Maintaining and operating the EVSEs installed under this Agreement for the full term of this Agreement.
- Providing the infrastructure, location, use case, and other relevant data necessary for City Light to register the Participant's EVSE.
- Submitting energy dispensation information and other relevant EVSE data to City Light or a City Light designated third-party within 30 days at the conclusion of each quarter and responding to any information requests from City Light to support City Light's ability to successfully report the required energy dispensation data to Ecology.

All matters related to the generation and transfer of Credits, such as registration, reporting, and data may change as the CFS evolves and matures throughout the duration of this assignment. City Light reserves

¹ Credit generation is tied to energy used at operational EV chargers.



the right to update the Seattle City Light Transportation Electrification Incentive Participation Agreement and Clean Fuels Standard Credit Generation Assignment and Designation (Appendix B. Clean Fuels Standard Credit Generation Assignment and Designation) as needed solely to comply with any changes to the CFS. City Light will notify participants of any changes to the agreement. Participant agrees to cooperate in completing necessary amendments.

Per WAC 173-424-220, the Organization elects to waive credit generation under the CFS and allocate its credit generation rights to Seattle City Light. Seattle City Light agrees to fulfill all CFS responsibilities as the exclusive "fueling reporting entity" and "credit generator" and the Organization agrees to provide any and all relevant information to assist Seattle City Light to fulfill its reporting duties under the CFS.

Customer entry or signature 6. Clean Fuel Standard credit generation

Authorized Signature of Program Participant	
Printed Name of Authorized Signer of Program Participant	
Title	
Company ("Organization")	
Date	



APPENDIX C. SCL CUSTOMER DATA RELEASE AUTHORIZATION FORM

This SCL Customer Data Release Authorization Form allows a Seattle City Light ("SCL") account holder ("Customer") to delegate certain rights concerning the Customer's utility account to the Washington Department of Ecology ("Ecology"), third-party program administrators, or third-party data processors to: 1) fulfill SCL's program participant requirements and compliance with the registration and reporting rules outlined by the Washington State's Clean Fuel Standard Program ("CFS") pursuant to WAC Chapter 173-424; and 2) monitor and evaluate SCL Program performance. Specifically, it allows the City of Seattle, by and through SCL and its program administrators, to release to Ecology the Customer's energy usage, billing, meter, and/or account data as it pertains to EV chargers installed through the participation in SCL's Transportation Electrification (TE) Programs. This form must be completed in its entirety and signed by either (1) the Customer, or (2) if the Customer is an entity, by someone who has legal authority to bind the Customer ("Customer's Authorized Agent").

Customer entry or signature 7. Customer information for SCL customer data release authorization

Customer Information	
Customer Name	
ONLY FOR ENTITIES: Customer's Authorized Agent	
Service Address	
	<i>(Full Street Address / City / State / ZIP Code)</i>
Mailing Address	
	<i>(Full Street Address / City / State / ZIP Code)</i>
SCL Account Number	
Email Address	
Telephone #:	
Additional Comments <i>List any additional information that will assist SCL in fulfilling your request to release utility data.</i>	
Who should SCL release the Customer's data to, and what is the purpose of the data release?	
Authorized Company's Name (Data Recipient)	



Mailing Address	
	(Full Street Address / City / State / ZIP Code)
Email	
Telephone #:	
Purpose of Data Release	
Customer's Data Authorized for Release	
Customer's Data To Be Released:	<i>Registration, energy usage, and/or dispensation data from covered EV chargers during the term of the Participation Agreement. The energy usage or dispensation data will be totalized.</i>
Terms and Conditions of Customer's Data Release	
Below are the Terms and Conditions governing this SCL Customer Data Release Authorization Form, ("Form"): 1. The City of Seattle, by and through its Seattle City Light Department ("SCL"), is authorized to release (electronically or by other means) data requested in this Form to Washington Department of Ecology ("Ecology") and SCL's third-party program administrators for the identified SCL Account. 2. The Customer permits SCL and Ecology to communicate directly with each other for the purpose of fulfilling the data release requested in this Form. 3. Data reporting requirements are set by Ecology for Washington State's Clean Fuels Standard Program ("CFS") pursuant to WAC Chapter 173-424. To abide by these requirements, SCL will determine the data release schedule that is appropriate to fulfill the reporting requirement for the length of SCL's participation in the CFS. 4. While SCL will attempt to respond to the data release request in this Form in a timely manner, a significant delay may require this Form to be resubmitted. 5. The City of Seattle reserves the right to terminate the Form at any time, and modify the Form's Terms and Conditions at any time. The Customer may cancel this authorization at any time by submitting a written request to SCL. The Customer acknowledges that the cancellation of this authorization would impede SCL's ability to fulfill its obligations to Ecology; the impediment may trigger a breach in this Agreement and may give SCL the authority to pursue liquidated damages. 6. For a business entity Customer this Form will remain in effect notwithstanding any changes in ownership. . 7. The City of Seattle makes no express or implied warranties with respect to the data released under this Form, which includes without limitation, no warranties that said data are accurate or fit for a particular use by anyone (e.g., the Authorized Company, third-parties). Any data released by the City of Seattle under this Form is provided "as is." 8. The Customer assumes any and all risks of the City of Seattle's release of requested data under this Form.	



9. **To the fullest extent allowed by law, the Customer releases and holds the City of Seattle harmless from any and all claims, losses, harms, liabilities, damages, demands, causes of actions, costs, and expenses of any nature whatsoever, or allegations thereof, arising directly or indirectly out of the City of Seattle's release of data under this Form.**
10. This Form shall be exclusively governed and interpreted by the internal laws of the state of Washington. Any adversarial proceeding arising out of or related to this Form shall be filed only in Superior Court for King County in Seattle, Washington, and the Customer submits to the exclusive jurisdiction of such court to the exclusion of all other forums.
11. The Participant acknowledges and understands that, as a public agency, City Light is subject to the Public Records Act. City Light will release records related to Participants' Data related to City Light's Programs when City Light determines it is required to do so by Washington's Public Records Act, RCW Chapter 42.56, or other disclosure laws. City Light shall retain records consistent with the record retention laws (e.g., Title 40 RCW), regulations (e.g., Title 434 WAC), schedules, and policies applicable to City Light. If City Light receives a public records request of sensitive data, City Light will make reasonable efforts to notify the party providing the Participants' data record in writing of the request, and will postpone disclosure of the designated records. While not required under the Act, City Light will then allow the notified party up to ten (10) business days to obtain and serve City Light with a court injunction pursuant to RCW 42.56.540 to prevent City Light from releasing the designated records in unredacted form. If the notified party fails to obtain and serve an injunction before the close of business on the tenth day after the date of notification, City Light may release the designated records in unredacted form.
12. The Participant acknowledges and understands that City Light's use of Participants' Data will be used to fulfill City Light's compliance with the environmental or energy credit programs (such as the Washington State Clean Fuel Standard Program), monitor Participants' compliance with the terms of their Participation Agreement, and evaluate City Light Programs' investments and their effectiveness.

By signing this Form below, I as the Customer or as the Customer's Authorized Agent on behalf of the Customer, (1) certify that I am the Customer or the Customer's Authorized Agent for the SCL account referenced herein; (2) certify that all information entered in this Form is true and correct; and (3) have read and agree to all Terms and Conditions.

Customer entry or signature 8. Signature for SCL customer data release authorization

Customer's Signature	
Customer's Printed Name	
Date	



Customer entry or signature 9. Signature for Entities for SCL customer data release authorization

Customer's Authorized Agent's Signature	
Customer's Printed Name	
Date	



APPENDIX D. FLEET ELECTRIFICATION PROGRAM

Seattle City Light ("City Light") offers the Fleet Electrification Program, a suite of electric vehicle ("EV") charging infrastructure incentives including the following:

- On-Road and Non-Road Electric Vehicle Charger Incentives ("Charger Incentive"): to facilitate the installation of qualifying charging equipment ("EVSE") and electrical infrastructure for fleets to support on-road EVs and non-road electric equipment.

City Light has contracted with ICF Resources L.L.C. ("ICF") to act as the Program Administrator and authorizes ICF to administer the Charger Incentive including such activities, but not limited to, review, processing, and approval of Participant applications; pre- and post-inspections of the Participant's facilities and Project information requests from the Participant; measurement and verification activities; and issuing incentive checks.

The Participant hereby authorizes and acknowledges that City Light may disclose the Participant's information relating to their Application (including the entirety of its contents), and any other information related to their participation in the Fleet Electrification Program to ICF, as applicable, and any other third party utilized by City Light for the purposes of processing their Application, to verify or audit program records or system installation, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, City Light, ICF, and authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose data would be disclosed before making such disclosure.

TERMS AND CONDITIONS FOR CHARGER FLEET ELECTRIFICATION PROGRAM

1. Incentives are limited to a yearly Project site cost cap maximum as shown in Table 1. Multiple Projects are allowed per site per year up to the site cap. Site caps will reset every year. Incentive caps for applicants are dependent on whether their application is Tier 1 or 2.
 - a. Tier 1: Applicants are located outside of overburdened communities and would include any businesses and non-profits not qualified as a small business/nonprofit (see following (b) of this Section), and public (government) entity.
 - i. Overburdened communities, defined by the Healthy Environment for All (HEAL) Act, are geographic areas where vulnerable populations face combined and multiple environmental harms and health impacts. City Light identifies overburdened communities as those with a score of 9 or 10 on the Washington State Department of Health's Environmental Health Disparities map.
 - b. Tier 2: Applicants are in overburdened communities or are a Women- and Minority-Owned Business Enterprise (WMBE), a small business, a small non-profit, or a tribal entity.
 - i. A small business/ nonprofit is one that is owned and operated independently from all other businesses/ organizations and has either fifty or fewer employees; or a gross revenue of less than seven million dollars annually as reported on its federal income



tax return or its return filed with the Department of Revenue over the previous three consecutive years. Small businesses will submit a self-certification and SCL reserves the right to request a copy of the business' tax return to verify its status.

- ii. City Light reserves the right to determine if a given Project serves an eligible overburdened community at its own discretion.
2. The participant and its affiliated entities are eligible for a maximum of \$750,000 in incentives aggregated annually across multiple sites, Projects or programs. Additional funds may be granted at the discretion of City Light within each program's per-site maximum.
3. It is understood that the Fleet Electrification Program has limited funds, and applications are accepted on a first-come, first-served basis. Participants will receive a formal funding reservation letter when an application is accepted and approved. Participants must complete their Project and submit all final Project documentation prior to the expiration date on their funding reservation letter. City Light will make its best effort to notify Participants of funding reservation expiration dates to assess incomplete Projects and may provide a revised Reservation Letter with a new expiration date; otherwise, the funding may be rescinded and reallocated to other program participants. Funding reservation expiration dates will vary depending on the Program's remaining budget, the Participant's Project scope, and the Project's anticipated construction completion date.

Table 1. On-road and non-road electrical vehicle charger incentive structure

Tier	Project Type	Minimum Output Power	Per Project Incentive Amount
Tier 1	Forklift Chargers (Rapid or Conventional)	N/A	50% of total Project costs up to \$7,500 per site
	Electric Standby Truck Refrigeration Units (E/S TRUs)	230V	
	240V Outlet & Portable EVSE	6.6 kW	100% of Project costs up to \$15,000 per site
	Level 2 EVSE	6.6 kW	50% of total Project costs up to \$25,000 per site
	DCFC Equipment	50 kW	50% of total project costs up to \$100,000 per site
Tier 2	Forklift Chargers (Rapid or Conventional)	N/A	100% of total Project costs up to \$15,000 per site
	Electric Standby Truck Refrigeration Units (E/S TRUs)	230V	
	240V Outlet & Portable EVSE	6.6 kW	



Tier	Project Type	Minimum Output Power	Per Project Incentive Amount
	Level 2 EVSE	6.6 kW	100% of total Project costs up to \$50,000 per site
	DCFC Equipment	50 kW	100% of total project costs up to \$200,000 per site

4. The Fleet Electrification Program Manual ("Program Manual") describes the eligibility requirements for EVSE that may be deployed through the Charger Incentive. The Participant must read and comply with the eligibility requirements incorporated herein by reference. The Program Manual also provides information on the design and structure of the Charger Incentive, including eligibility requirements that the Participant must meet to receive this incentive. See the Program Manual for full list of eligible electric non-road equipment and associated charging infrastructure.
5. To be eligible for incentives under the Charger Incentives, the Participant must meet the Terms & Conditions in the Participation Agreement and the following:
 - a. Be a Seattle City Light commercial (non-residential) account holder or customer.
 - b. Submit a completed Charger Incentive application, with any supplemental documentation that may be requested to verify eligibility, before the date of the Seattle Department of Construction and Inspections' (SDCI's), or other authority having jurisdiction's, final Project inspection is completed.
 - c. Have a vehicle fleet that contains at least one vehicle.
 - d. Must provide proof of one of the following for at least one on-road EV or electric non-road equipment which will be charged using the equipment and infrastructure installed through this program:
 - i. An existing EV is in the fleet (vehicle registration; purchase or lease receipt with the fleet's business name as the purchaser; photograph of EV with fleet branding).
 - ii. An EV is currently on order (purchase or lease receipt with the fleet's name as the purchaser).
 - iii. Written intent to purchase or lease an EV (a letter signed by a fleet representative confirming that the fleet intends to purchase or lease an eligible EV within 6 months of charging equipment and infrastructure construction completion).
 - e. At the time of application, fleets will be required to self-certify in writing whether or not the fleet charging infrastructure installed through this program will also be available for public (non-fleet vehicle) charging. If the charging equipment is intended to be publicly available when the fleet is not using it, the Program team will request proof of additional fleet EVs at a 1:1 vehicle to charger ratio.
 - f. Plan to install charging equipment on private property within City Light service territory at the Account Service Address listed on the application.



- g. Install EVSE from the Seattle City Light EPRI Vetted Product List (VPL) equipment list, posted at www.epri.com/vpl. This will be verified during incentive reservation.
 - i. The following Project types are exempt from this requirement: 240V outlets, electric standby truck refrigeration unit infrastructure (E/S TRUs), and electric forklift charging infrastructure.
- h. Every Project must be able to track station-specific energy usage data by one of the following methods: an EVSE-dedicated Seattle City Light utility meter or networked charging software.
 - i. If networked charging software is the intended method of data tracking, the network must be on the Seattle City Light EPRI Vetted Product List (VPL) network provider list, posted at www.epri.com/vpl. This will be verified during incentive reservation. Projects that elect to install an EVSE-dedicated Seattle City Light utility meter will not be required to use a network from the VPL.
 - ii. During the term of this Agreement, the Participant agrees to report within 30-days of the conclusion of each quarter quarterly utilization data from the network software to City Light, including the following session data for each charging port:
 - 1. Port name and type
 - 2. Total energy (kWh) delivered by session
 - 3. Charging session start and stop date and time
 - iii. The following Project types are exempt from this requirement: 240V outlets, electric standby truck refrigeration unit infrastructure (E/S TRUs), and electric forklift charging infrastructure. If a participant in an exempt Project type voluntarily elects to install energy tracking infrastructure, they agree to report that data to City Light.
- i. If the EVSE uses networked charging software, the Participant agrees to authorize access to EVSE data as specified by the Program through the Participant's chosen network service provider for the duration of the Agreement. If the Participant changes network service providers, the Participant shall notify SCL and authorize access to EVSE data through the new network service provider within 30 days of the change.
- j. In the case that the EVSE in this Project are replaced via warranty or outside of warranty during the Term of Agreement, the "Replacement EVSE" must adhere to the EVSE requirements described in the Program Appendix and will be subject to the requirements described in Section 5 of the Participation Agreement. The Participant agrees to notify SCL within 30 days of installation of Replacement EVSE and provide SCL with documentation of installation and EVSE data (as outlined in Appendix B. Clean Fuels Standard Credit Generation Assignment and Designation and Appendix C. SCL Customer Data Release Authorization Form) as required by the original Project type. SCL reserves the right to inspect installed Replacement EVSE as they become operational.
- k. A charging port is determined to be Operational and Active if it is used to dispense 1,600 kWh per year on average (i.e. 1,600 kWh would fuel approximately 4,800 miles of range and represent less than one hour of use per day). Each charging port must be operational and active through the term of the Participation Agreement.
- l. New build/construction Projects are eligible for Charger Incentive, but they are only eligible for an incentive on the Level 2 / DC Fast Charging EVSE equipment itself. Conduit, wiring, installation etc. are not eligible for the incentive. New build/construction Projects are not



eligible for outlet incentives. Newly constructed buildings will be deemed eligible as a retrofit project if installation occurs six months after a Certificate of Occupancy or the equivalent is issued by the AHJ having jurisdiction for the project site.

- m. New build and substantial retrofit construction Projects that are required to install a minimum number of EV charging stations and “EV Ready” or “EV Capable” parking spaces are eligible for incentives with restrictions. City Light will only provide an incentive for charging infrastructure that goes beyond what is required by code. Code requirements vary by Project. Participants must provide documentation to prove a Project is beyond code and show the differences in costs for items within code vs. beyond code.
 - n. Projects that install additional electrical infrastructure for future EVSE (i.e. “future proofing”) are eligible for incentives with restrictions. 25% of the total intended chargers must be installed within 1 year (i.e., by the final Program verification and inspection, a minimum of at least 1 charging station). 50% of the intended chargers need to be installed within 4 years of the initial Project construction completion date. The remaining charging stations must be installed by the end of the term of this Participation Agreement. To determine the number of chargers to install within the listed time frame, the percentage will be applied to the total number of chargers the Participant will install, rounding up to the nearest whole number.
 - o. The Participant agrees to notify SCL of the transfer of the property through sale or other disposition. Prior to any transfer, all intended EVSE qualifying under this incentive program must be installed.
 - p. Abide by the Program rules, eligibility requirements, and incentive levels in effect at the date of equipment installation.
6. The Participant is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third-party service provider or contractor to complete the installation and implementation of any equipment or EV chargers. City Light and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed equipment, including any warranties or merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services the Participant procures exclusively rests with the contractor or retailer selected by the Participant. City Light and ICF assume no responsibility for oversight of contractor services or for any claims the Participant might have against their selected contractor, the manufacturer, or the retailer regarding the EV chargers implemented under the Fleet Electrification Program.
7. City Light reserves the right to inspect each EV charger port to verify compliance with the Terms and Conditions herein. During the Term of this Agreement, City Light reserves the right to inspect each EV charger port and request meter data or utilization records to demonstrate equipment have remained Operational and Active. If City Light chooses to inspect an EV charger port, City Light will contact the Participant to schedule the inspection. By signing and submitting the Charger Incentive Application, the Participant agrees to provide City Light and its subcontractors with reasonable access to the Project site during normal business hours.
8. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent



information must be returned to City Light. Any participant found to be engaged in fraudulent activity or material misrepresentation will be removed from the Fleet Electrification Program. This Section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.



APPENDIX E. MULTIFAMILY EV CHARGING PROGRAM

Seattle City Light ("City Light") offers the Multifamily EV Charging Program, a suite of electric vehicle ("EV") charging infrastructure incentives including the following:

- **Charger Incentive:** to facilitate the installation of qualifying EV charging equipment ("EVSE") and electrical infrastructure for use by residents of a multifamily property.

City Light has contracted with ICF Resources L.L.C. ("ICF") to act as the Program Administrator and authorizes ICF to administer the Charger Incentive including such activities, but not limited to, review, processing, and approval of Participant applications; pre- and post-inspections of Participant facilities and Project information requests from the Participant; measurement and verification activities; and issuing incentive checks.

The Participant hereby authorizes and acknowledges that City Light may disclose the Participant's information relating to a Participant Application (including the entirety of its contents), and any other information related to the Participant's participation in the Multifamily EV Charging Program to ICF, as applicable, and any other third party utilized by City Light for the purposes of processing the Participant's Application, to verify or audit program records or system installation, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, City Light, ICF, and authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose the Participant data would be disclosed before making such disclosure.

TERMS AND CONDITIONS FOR MULTIFAMILY EV CHARGING PROGRAM

1. Incentives are limited to a yearly Project site cost cap maximum as shown in Table 2. Multiple Projects are allowed per site per year up to the site cap². Site caps will reset every year. Incentive caps for applicants are dependent on whether their application is Tier 1 or 2.
 - a. Tier 1: Applications are market-rate housing properties.
 - b. Tier 2: Applicants are affordable housing properties.
 - i. Properties must fulfill the definition of affordable multifamily housing ("affordable housing"): rental properties must have at least 40% of the units be restricted to 60% AMI for 40 years, and for owned units, at least 40% must be restricted to 80% AMI for at least 50 years.
2. The participant and its affiliated entities are eligible for a maximum of \$750,000 in incentives aggregated annually across multiple sites, Projects or programs. Additional funds may be granted at the discretion of City Light within each program's per-site maximum.
3. It is understood that the Multifamily EV Charging Program has limited funds, and applications are accepted on a first-come, first-served basis. Participants will receive a formal funding reservation letter

² "Project site" refers to a physical location where charging infrastructure is to be installed. Each Project site must be represented by a single street address and one or more City Light electric account number(s). Large sites with multiple street addresses may be defined by the land parcel as determined by King County Assessor.



when the application is accepted and approved. Participants must complete their Project and submit all final Project documentation prior to the expiration date on their funding reservation letter. City Light will make its best effort to notify Participants of funding reservation expiration dates to assess incomplete Projects and may provide a revised Reservation Letter with a new expiration date; otherwise, the funding may be rescinded and reallocated to other program participants. Funding reservation expiration dates will vary depending on the Program's remaining budget, the Participant's Project scope, and the Project's anticipated construction completion date.

Table 2. Multifamily EV Charging Program Incentive Structure

Tier	Project Type ³	Per Project Cap Incentive Amount
Tier 1	120V Outlet (Assigned or Shared Parking)	75% of total project costs up to \$13,000 per site
	240V Outlet (Shared Parking Only)	100% of total Project costs up to \$15,000 per site
	Level 2 [Wall- or Pedestal-Mounted] (Shared Parking Only)	50% to total Project costs up to \$25,000 per site
Tier 2	120V Outlet (Assigned or Shared Parking)	100% of total Project costs up to \$15,000 per site
	240V Outlet (Shared Parking Only)	
	Level 2 [Wall- or Pedestal-Mounted] (Shared Parking Only)	100% of total Project costs up to \$50,000 per site

4. The Multifamily EV Charging Program Manual ("Program Manual") describes the eligibility requirements for EVSE that may be deployed to receive a Charger Incentive. The Participant must read and comply with the eligibility requirements incorporated herein by reference. The Program Manual also provides information on the design and structure of the Charger Incentive, including eligibility requirements that the Participant must meet to receive this incentive.
5. To be eligible for the Multifamily EV Charger Incentive, the Participant must meet the Terms & Conditions in the Participation Agreement and the following:
 - a. Be a Seattle City Light account holder or customer.
 - b. Submit a completed Charger Incentive application, with any supplemental documentation that may be requested to verify eligibility, before the date of the Seattle Department of Construction and Inspections' (SDCI's), or other authority having jurisdiction's, final Project inspection is completed.

³ For Projects installing 120V or 240V outlets, incentive funding only covers the costs related to the installation of the outlet; it does not cover the costs of the charging equipment (charging cord).



- c. Plan to install charging equipment on private property within City Light service territory at the Service Address listed on the application. Program funded EVSE may only charge EVs on private property.
- d. Install a minimum of two charging ports per project.
- e. Plan to install charging equipment at a multifamily property that has at least five units.
- f. Install EVSE from the Seattle City Light EPRI Vetted Product List (VPL) list, posted at www.epri.com/vpl. This will be verified during incentive reservation.
 - i. The following Project types are exempt from this requirement: 120V outlets and 240V outlets.
- g. Every Project must be able to track station-specific energy usage data by one of the following methods: an EVSE-dedicated Seattle City Light utility meter or networked charging software.
 - i. If networked charging software is the intended method of data tracking, the network must be on the Seattle City Light EPRI Vetted Product List (VPL) network provider list, posted at www.epri.com/vpl. This will be verified during incentive reservation. Projects that elect to install an EVSE-dedicated Seattle City Light utility meter will not be required to use a network from the VPL.
 - ii. During the term of this Agreement, the Participant agrees to report within 30-days of the conclusion of each quarter quarterly utilization data from the network software to City Light, including the following session data for each charging port:
 - 1. Port name and type
 - 2. Total energy (kWh) delivered by session
 - 3. Charging session start and stop date and time
 - iii. The following Project types are exempt from this requirement: 120V outlets and 240V outlets. If a participant in an exempt Project type voluntarily elects to install energy tracking infrastructure, they agree to report that data to City Light.
- h. If the EVSE uses networked charging software, the Participant agrees to authorize access to EVSE data as specified by the Program through the Participant's chosen network service provider for the duration of the Agreement. If the Participant changes network service providers, the Participant shall notify SCL and authorize access to EVSE data through the new network service provider within 30 days of the change.
- i. In the case that the EVSE in this Project are replaced via warranty or outside of warranty during the Term of Agreement, the "Replacement EVSE" must adhere to the EVSE requirements described in the Program Appendix and will be subject to the requirements described in Section 5 of the Participation Agreement. The Participant agrees to notify SCL within 30 days of installation of Replacement EVSE and provide SCL with documentation of installation and EVSE data (as outlined in Appendix B. Clean Fuels Standard Credit Generation Assignment and Designation and Appendix C. SCL Customer Data Release Authorization Form) as required by the original Project type. SCL reserves the right to inspect installed Replacement EVSE as they become operational.
- j. A charging port is determined to be Operational and Active if it is used to dispense 1,600 kWh per year on average (i.e. 1,600 kWh would fuel approximately 4,800 miles of range and represent less than one hour of use per day). Each charging port must be operational and active through the term of the Participation Agreement.



- k. Properties with a governing body, such as a homeowner's association (HOA), committee or board, must submit documentation demonstrating the governing body's approval of EVSE installation and documentation demonstrating that all residents were provided notice of the Project. The HOA/ governing body must be the point of contact/ Participant in the program. Individual owner/ resident applications will not be accepted.
 - l. 240V outlet and Level 2 EVSE Projects must provide a self-certification from the Participant that the equipment and infrastructure installed through this Program is located in an unassigned or common parking spot available to all residents.
 - m. At the time of application, the Participant will be required to self-certify in writing whether or not the charging infrastructure installed through this Program will also be available for public (non-resident) charging.
 - n. New build/construction Projects are eligible for Charger Incentive, but they are only eligible for an incentive on the Level 2 EVSE equipment itself. Conduit, wiring, installation etc. are not eligible for the incentive. New build/construction Projects are not eligible for outlet incentives. Newly constructed buildings will be deemed eligible as a retrofit project if installation occurs six months after a Certificate of Occupancy or the equivalent is issued by the AHJ having jurisdiction for the project site.
 - o. New build and substantial retrofit construction Projects that are required to install a minimum number of EV charging stations and "EV Ready" or "EV Capable" parking spaces are eligible for incentives with restrictions. City Light will only provide an incentive for charging equipment that goes beyond what is required by code. Code requirements vary by Project. Participants must provide documentation to prove a Project is beyond code and show the differences in costs for items within code vs. beyond code.
 - p. Projects that install additional electrical infrastructure for future EVSE (i.e. "future proofing") are eligible for incentives with restrictions. 25% of the total intended chargers must be installed within 1 year (i.e., by the final Program verification and inspection, a minimum of at least 1 charging station). 50% of the intended chargers need to be installed within 4 years of the initial Project construction completion date. The remaining charging stations must be installed within the term of this Agreement. To determine the number of chargers to install within the listed time frame, the percentage will be applied to the total number of chargers the Participant will install, rounding up to the nearest whole number.
 - q. The Participant agrees to notify SCL of the transfer of the property through sale or other disposition. Prior to any transfer, all intended EVSE qualifying under this incentive program must be installed.
 - r. Abide by the Program rules, eligibility requirements, and incentive levels in effect at the date of equipment installation.
6. The Participant is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third-party service provider or contractor to complete the installation and implementation of any equipment or EV chargers. City Light and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed equipment, including any warranties or merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services the Participant procures exclusively rests with the



contractor or retailer selected by the Participant. City Light and ICF assume no responsibility for oversight of contractor services or for any claims the Participant might have against the Participant selected contractor, the manufacturer, or the retailer regarding the EV chargers implemented under the Multifamily EV Charging Program.

7. City Light reserves the right to inspect each EV charger port and the installation location to verify compliance with the Terms and Conditions herein. During the Term of this Agreement, City Light reserves the right to inspect each EV charger port and request meter data or utilization records to demonstrate equipment have remained Operational and Active. If City Light chooses to inspect an EV charger port, City Light will contact the Participant to schedule the inspection. This inspection shall be only for the purposes of determining compliance with Program requirements and does not take the place of any other inspections required by the City of Seattle or other permitting agencies. By signing and submitting the Multifamily EV Charging Incentive Application, the Participant agrees to provide City Light and its subcontractors with reasonable access to the Project site during normal business hours.
8. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all incentive payments determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to City Light. Any Participant found to be engaged in fraudulent activity or material misrepresentation of any kind will be removed from the Multifamily EV Charging Program. This Section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.



APPENDIX F. PUBLIC CHARGING PROGRAM

Seattle City Light ("City Light") offers the Public Charging Program, a suite of EV charging infrastructure incentives including the following:

- **Charger Incentive:** to facilitate the installation of qualifying EV charging equipment for public use.
- **Make-Ready Incentive:** to facilitate the installation of qualifying electrical infrastructure for upgrading or adding electrical service to a site that otherwise would be unable to support the qualified electric vehicle charging equipment.

City Light has contracted with ICF Resources L.L.C. ("ICF") to act as the Program Administrator and authorizes ICF to administer the Charger Incentive and Make-Ready Incentive including such activities, but not limited to, review, processing, and approval of Participant applications; pre- and post-inspections of Participant installations and Project information requests from the Participant; measurement and verification activities; and issuing incentive checks.

The Participant hereby authorizes and acknowledges that City Light may disclose the Participant's information relating to a Participant Application (including the entirety of its contents), and any other information related to the Participant's participation in the Public Charging Program to ICF, as applicable, and any other third party utilized by City Light for the purposes of processing the Participant's Application, to verify or audit program records or system installation, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, City Light, ICF, and authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose Participant data would be disclosed before making such disclosure.

TERMS AND CONDITIONS FOR PUBLIC CHARGING PROGRAM

1. Incentives are limited to a per-site maximum. Incentive amounts are dependent on whether the EVSE is installed in a Tier 1 or 2 community:
 - a. Tier 1 (non-overburdened): Applicants are located outside of overburdened communities, in non-overburdened areas.
 - b. Tier 2 (overburdened): Applicants are located in overburdened communities
 - i. Overburdened communities, defined by the Healthy Environment for All (HEAL) Act, are geographic areas where vulnerable populations face combined and multiple environmental harms and health impacts. City Light identifies overburdened communities as those with a score of 9 or 10 on the Washington State Department of Health's Environmental Health Disparities map.
 - ii. City Light reserves the right, at its own discretion, to determine whether a participant's Project serves an eligible overburdened community
2. The participant and its affiliated entities are eligible for a maximum of \$750,000 in incentives aggregated annually across multiple sites, Projects or programs. Additional funds may be granted at the discretion of City Light within each program's per-site maximum.



3. It is understood that the Public Charging Program has limited funds, and applications are accepted on a first-come, first-served basis. Participants will receive a formal funding reservation letter when the application is accepted and approved. Participants must complete their Project and submit all final Project documentation prior to the expiration date on their funding reservation letter. City Light will make its best effort to notify Participants of funding reservation expiration dates to assess incomplete Projects and may provide a revised Reservation Letter with a new expiration date; otherwise, the funding may be rescinded and reallocated to other program participants. Funding reservation expiration dates will vary depending on the Program's remaining budget, the Participant's Project scope, and the Project's anticipated construction completion date.
4. The Public Charging Customer Program Manual ("Program Manual") describes the eligibility requirements for EVSE and EVSE infrastructure that may be deployed to receive an incentive. The Participant must read and comply with the eligibility requirements incorporated herein by reference. This document also provides information on the design and structure of the charger and/or make-ready incentive, including eligibility requirements that the Participant must meet to receive these incentives.
5. To be eligible for the Public Charging Program, the participant must meet the following:
 - a. Be a Seattle City Light commercial (non-residential) account holder or customer.
 - b. Meet one of the following applicant criteria:
 - i. Business licensed in WA State with a City Light commercial account (Corporations, Partnerships, Limited liability companies, Other legal business entities, Non-profit 501(c)(3) organizations)
 - ii. Public agency or port authority within City Light territory (Cities and towns, State and local parks, Counties, Special districts)
 - iii. Demonstrate legal right and authority to install and operate EV charging equipment at the place(s) of business or property identified for installation.
 - c. Plan to install charging equipment on private property within City Light service territory at the Service Address listed on the application.
 - d. Own the property where the charging stations will be installed OR show the legal right and authority to install and operate charging station equipment for a minimum of five years (e.g. a site-host agreement).
 - e. Submit a completed Charger Incentive Application or a Charger Incentive and Make-Ready Incentive Application before Project construction begins.
 - f. Install a minimum of four charging ports per Project.
 - g. Install EVSE and the associated charging network from the Seattle City Light EPRI Vetted Product List (VPL) list, posted at www.epri.com/vpl. This will be verified during incentive reservation.
 - h. Install EVSE that meet state and local regulatory requirements.
 - i. In the case that the EVSE in this Project are replaced via warranty or outside of warranty during the Term of Agreement, the "Replacement EVSE" must adhere to the EVSE requirements described in the Program Appendix and will be subject to the requirements described in Section 5 of the Participation Agreement. The Participant agrees to notify SCL within 30 days of installation of Replacement EVSE and provide SCL with documentation of installation and EVSE data (as outlined in Appendix B. Clean Fuels Standard Credit Generation Assignment and



Designation and Appendix C. SCL Customer Data Release Authorization Form) as required by the original Project type. SCL reserves the right to inspect installed Replacement EVSE as they become operational.

- j. A charging port is determined to be Operational and Active if it is used to dispense 2,400 kWh per year on average. Each charging port must be operational and active through the term of the Participation Agreement.
 - k. Demonstrate installed EVSE have at least a three-year warranty for equipment or maintenance plan with service level agreement.
 - l. Ensure public access: EVSE must be available to the public seven days a week for a minimum of 12 hours a day, year-round.
 - i. Participants may be asked to provide documentation indicating EVSE's operational hours.
 - m. Ensure EVSEs and charging site are posted on PlugShare.com once operational.
 - n. Agree to report charger registration data and quarterly utilization data during the term of this agreement to City Light within 30 days of the conclusion of each quarter, including the following utilization data for each charging port:
 - i. Total energy (kWh) delivered by session
 - ii. Total energy (kWh) by port type
 - iii. Total revenue by session
 - iv. Duration of session
 - v. Charging session start and stop time
 - o. Agree to authorize access to EVSE data as specified by the Program through the Participant's chosen network service provider for the duration of the Agreement. If the Participant changes network service providers, the Participant shall notify SCL and authorize access to EVSE data through the new network service provider within 30 days of the change.
 - p. Demonstrate that each charging port is operational and active. A charging port is considered operational and active after its first year of operation, and subsequently meets this minimum on an annual basis. Each charging port must be operational and active through the term of the Participation Agreement.
 - q. Participate in a post-Project customer satisfaction survey.
 - r. Abide by the Program rules, eligibility requirements, and incentive levels in effect at the date of equipment installation.
6. The Participant will be responsible for the selection of contractors that will design, engineer, construct, and install make-ready infrastructure. The Participant will own, operate, and maintain EVSE. The Participant is solely responsible for the selection of EVSE to be installed or implemented and for the selection of a contractor to complete the installation and implementation of any EVSE. City Light and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed EVSE, including any warranties or merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any EVSE or EVSE-related services the Participant procures exclusively rests with the contractor or retailer selected by the Participant. City Light and ICF assume no responsibility for oversight of contractor services or for any claims the Participant might have against the Participant



selected contractor, the manufacturer, or the retailer with regard to the EVSE implemented under the Public Charging Program.

7. The Participant shall purchase and install EVSE that meets the Program's eligibility requirements for EVSE as outlined in the Program Manual. A minimum of four charging ports must be installed at the time of post-installation verification. The Program Team must complete the post-installation verification to finalize and process the incentive payment. The Participant shall ensure the installed EVSE continues to operate for the duration of this Agreement, in accordance with the Terms and Conditions described herein and in the Program Manual. The Participant acknowledges that City Light may collect meter data and will provide information on the type of data that will be collected.
 - a. In the case that the participant's incentivized EVSE are replaced (via warranty or outside of warranty) during the Term of Agreement, the "Replacement EVSE" must adhere to the EVSE requirements described in the Public Charging Program Appendix and will be subject to the requirements described in Section 5 of this Agreement. The Participant agrees to notify City Light within 30 days of installation of Replacement EVSE and provide City Light with documentation of installation and EVSE data (as outlined in Appendix B. Clean Fuels Standard Credit Generation Assignment and Designation and Appendix C. SCL Customer Data Release Authorization Form) as required. City Light reserves the right to inspect installed Replacement EVSE as they become operational.
8. In addition to the Program's minimum port installation, the Participant may install additional infrastructure to support future EVSE installation (i.e. "future-proofing"). For Participants interested in future-proofing, 25% of the intended chargers need to be installed within 2 years (i.e., by the final Program verification and inspection). 50% of the intended chargers need to be installed within 4 years. The remaining charging stations must be installed within the term of this Agreement. To determine the number of charging ports to install within the listed time frame, the percentage will be applied to the total number of charging ports the Participant will install, rounding up to the nearest whole number.
9. New build and substantial retrofit construction Projects that are required to install a minimum number of EV charging stations and "EV Ready" or "EV Capable" parking spaces are eligible for incentives with restrictions. City Light will only provide an incentive for charging equipment that goes beyond what is required by code. Code requirements vary by Project. Participants must provide documentation to prove a Project is beyond code and show the differences in costs for items within code vs. beyond code.
10. The Participant agrees to notify City Light of the transfer of the property through sale or other disposition. Prior to any transfer, all intended EVSE qualifying under this incentive program must be installed.
11. City Light reserves the right to inspect each Project to verify compliance with the Terms and Conditions herein. If City Light chooses to inspect a Project site, City Light will contact the Participant to schedule the inspection. This inspection shall be only for the purposes of determining compliance with Program requirements and does not take the place of any other inspections required by the City of Seattle or other permitting agencies. By signing and submitting a Public Charging Incentive Application, the Participant agrees to provide City Light and its subcontractors with reasonable access to the Project site during normal business hours.



- a. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all incentive payments determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to City Light. Any customer found to be engaged in fraudulent activity or material misrepresentation of any kind will be removed from the Public Charging Program. This agreement shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
12. City Light has the right to not allow a Participant to participate in the Public Charging Program or to ban any Participant from future participation in the Public Charging Program for failure to meet these terms and conditions or other applicable requirements of the Public Charging Program in addition to any other legal remedies available under law.



TERMS AND CONDITIONS FOR CHARGER INCENTIVE

The Charger Incentives are shown in Table 3. Incentive amounts are dependent on charger equipment type and whether the chargers are installed in a Tier 1 or 2 community. Multiple Projects are allowed per year up to the site maximum.

If multiple EVSE types are installed on one Project site, the Project will be eligible for the Charger Incentive with the highest minimum power output.

Table 3. Public Charging Program Incentive Structure for Charger Incentive

Tier	Charger Equipment Type	Minimum Output Power (per charger)	Per Project Charging Site Incentive Amount
Tier 1: Non-overburdened community (Census tract that has a rank lower than 9.0 according to the WA Environmental health disparities map ⁴)	Level 2 EVSE	6.6 kW	50% of total Project costs up to \$2,500 per site
	DCFC Equipment	100 kW	50% of total Project costs up to \$20,000 per site
	DCFC Equipment	150 kW	50% of total Project costs up to \$50,000 per site
	DCFC Equipment with Battery Storage	150 kW	50% of total Project costs up to \$125,000 per site
Tier 2: Overburdened community (Census tract that has a rank of 9.0 or higher according to the WA Environmental health disparities map)	Level 2 EVSE	6.6 kW	100% of total Project costs up to \$5,000 per site
	DCFC Equipment	100 kW	100% of total Project costs up to \$40,000 per site
	DCFC Equipment	150 kW	100% of total Project costs up to \$80,000 per site
	DCFC Equipment with Battery Storage	150 kW	100% of total Project costs up to \$150,000 per site

TERMS AND CONDITIONS FOR MAKE-READY INCENTIVE

The Make-Ready Incentive covers costs required to prepare a charging Project site for EVSE to operate. Costs for behind-the-meter (customer side) and to-the-meter (utility side) costs are eligible, including design and engineering, permits, installing conduit, trenching, and transformers. A full list of eligible costs can be found in the Program Manual.

⁴ Washington State environmental health disparities map - WA Environmental health disparities map <https://fortress.wa.gov/doh/wtnibl/WTNIBL/>



The following terms and conditions apply to the Make-Ready Incentive:

1. City Light will own, operate, and maintain to-the-meter infrastructure in perpetuity. The Participant will own, operate, and maintain behind-the-meter EVSE infrastructure, including the charging equipment itself. The Participant acknowledges the asset ownership, operation, and maintenance details as described and does not claim rights to any of the assets owned, operated, or maintained by City Light.
2. Only customers participants applying for the Public Program's Charger Incentive are eligible for the Make-Ready Incentive.
3. The EVSE type used to determine the Project site's Charger Incentive amount will be used to determine the Make-Ready Incentive amount. If multiple EVSE types are installed on one Project site, the Project will be eligible for the Make-Ready incentive with the highest minimum power output.
4. The Participant will assign, transfer, and convey to City Light all of its right, title, and interest in all environmental, energy, carbon or emission credits, as described in Section 5 of this Agreement, generated by EVSE that use the Project site's electrical infrastructure constructed for the term of this Agreement.
5. Make-Ready Incentives are shown in Table 4. The Make-Ready Incentive is subject to a maximum of \$200,000 per Project site. Incentives are subject to change per City Light discretion and availability of program funds.

Table 4. Public EV Charging Program Make- Ready Incentive structure

Tier	Project Type	Minimum Output Power (per charger)	Per Project Charging Site Incentive Amount
Tier 1: Non-overburdened (Census tract that has a rank lower than 9.0 according to the WA Environmental health disparities map ¹)	Level 2 EVSE	6.6 kW	50% of total Project costs up to \$5,000 per site
	DCFC Equipment	100 kW	50% of total Project costs up to \$50,000 per site
	DCFC Equipment	150 kW	50% of total Project costs up to \$100,000 per site
	DCFC Equipment with Battery Storage	150 kW	50% of total Project costs up to \$25,000 per site
Tier 2: Overburdened (Census tract that has a rank of 9.0 or higher according to the WA Environmental health disparities map)	Level 2 EVSE	6.6 kW	100% of total Project costs up to \$10,000 per site
	DCFC Equipment	100 kW	100% of total Project costs up to \$150,000 per site
	DCFC Equipment	150 kW	100% of total Project costs up to \$200,000 per site



Tier	Project Type	Minimum Output Power (per charger)	Per Project Charging Site Incentive Amount
	DCFC Equipment with Battery Storage	150 kW	100% of total Project costs up to \$50,000 per site

6. City Light will reimburse the Participant for the actual costs of designing, permitting, and installing the Project site's supporting electrical infrastructure and not otherwise reimbursed or reimbursable by other third-party funding sources, up to the stated Project site maximum.
7. For each Project, the Participant may receive a partial payment. Partial payment is available for the Make-Ready Incentive only and each Project is allowed one partial payment only.
 - a. The Participant must select "yes" for partial payment on the Make-Ready Incentive application to receive partial payment. The selection and estimated partial payment amount will be documented through the Make-Ready Incentive Reservation Letter.
 - b. To receive partial payment, the Participant must contact City Light when the following items are ready to submit:
 - i. Paid invoice(s) or the construction contractor's initial down payment and full Project quote
 - ii. Estimated construction timeline with milestones outlined
 - iii. Receipt of the equipment ordered (EVSE or electrical infrastructure equipment)
 - c. The partial payment will be calculated based off the total eligible cost paid at the time of request or up to 25% of the total estimated Make-Ready incentive, whichever is less.
 - d. City Light may request access to the Project site at any time, within reasonable business hours, to verify Project site conditions.